

# EXHIBIT 1

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Attorneys for Plaintiff/  
Counterclaim-Defendant,  
Jason Lust and Third-Party Defendant  
SAJ Productions, LLC

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

JASON LUST, an individual,  
Plaintiff,

v.  
ANIMAL LOGIC ENTERTAINMENT  
US, a California limited liability  
corporation; ZAREH NALBANDIAN, an  
individual; and DOES 1 through 20,  
inclusive.

## Defendants.

ANIMAL LOGIC ENTERTAINMENT, LLC, a California limited liability corporation; ANIMAL LOGIC LLC, a California limited liability corporation, and ANIMAL LOGIC ENTERTAINMENT PTY LTD, an Australian company,

### Counterclaimants,

V.

JASON LUST, an individual,  
Counterclaim-Def

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ANIMAL LOGIC ENTERTAINMENT,  
LLC, a California limited liability

Case No.: 17-CV-00308-JAK-AFM  
Hon. Judge John A. Kronstadt

**JOHNSON & JOHNSON LLP'S  
MOTION TO WITHDRAW AS  
COUNSEL; REQUEST FOR *IN  
CAMERA* REVIEW OF  
SUPPORTING DECLARATIONS;  
DECLARATION OF RONALD P.  
FUNNELL**

Date: TBD  
Time: TBD  
Place: Courtroom 10B  
First Street Courthouse

1 corporation; ANIMAL LOGIC LLC, a  
2 California limited liability corporation, and  
ANIMAL LOGIC ENTERTAINMENT  
2 PTY LTD, an Australian company

3                   Third-Party Complainants,

4                   v.

5 SAJ PRODUCTIONS, LLC, a California  
6 limited liability company,

7                   Third-Party Defendant.

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1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2       **PLEASE TAKE NOTICE** that, pursuant to California Code of Civil  
3 Procedure section 282(2) and Central District of California Local Rule 83-2.3.2,  
4 Courtroom 10B, 10th floor, of this Court, located at 350 West 1st Street, Los Angeles,  
5 CA 90012 at a date and time to be determined by the Court, Johnson & Johnson LLP  
6 and its attorneys Neville L. Johnson, Douglas L. Johnson, and Ronald P. Funnell  
7 (collectively, “Johnson & Johnson”), counsel of record for Plaintiff and Counterclaim-  
8 Defendant, Jason Lust and Third-Party Defendant SAJ Productions, LLC, will move  
9 the Court, pursuant to Cal. Code of Civil Procedure § 284, Cal. Rule of Professional  
10 Conduct 1.16, and Central District Local Rule 83-2.3.2, for an order permitting  
11 Johnson & Johnson LLP, and its attorneys to withdraw as counsel.

12       Johnson & Johnson further requests, pursuant to Central District Local Rule 79-  
13 6, that the Court grant leave to submit the supporting declarations of Ronald P.  
14 Funnell, Neville L. Johnson, and Douglas L. Johnson for *in camera* review. This  
15 request is made because a client’s confidential information cannot be revealed on a  
16 motion to withdraw despite its relevance to an underlying conflict of interest or other  
17 basis for withdrawal. See Cal. Rule of Court 3.1362(c) (attorney’s declaration in  
18 support of withdrawal motion cannot compromise attorney-client confidentiality); Cal.  
19 State Bar Form. Opn. 2015-192; *Aceves v. Superior Court*, 51 Cal.App.4th 584, 592  
20 (1996) (“the duty not to reveal confidences prevented counsel from further  
21 disclosure”). If the Court requires further detail in order to rule on Johnson &  
22 Johnson’s motion, counsel hereby requests leave to submit supporting facts for the  
23 Court’s review only.

24       This Motion is based upon the supporting Memorandum of Points and  
25 Authorities, the Declaration of Ronald P. Funnell, the records, orders and pleadings on  
26 file with the Court in this action, and such further evidence and argument that may be  
27 presented before or at the time of the hearing on the Motion.

1        This Motion is filed following the conference of counsel required pursuant to  
2 Local Rule 7-3, which took place on April 14, 2020.

3        DATED: May 7, 2020

JOHNSON & JOHNSON LLP

5        By /s/ Neville L. Johnson

6              Neville L. Johnson  
7              Ronald P. Funnell  
8              Attorneys for Plaintiff/  
9              Counterclaim-Defendant,  
10             Jason Lust and Third-Party Defendant  
11             SAJ Productions, LLC

1                   **MEMORANDUM OF POINTS AND AUTHORITIES**

2           **I. INTRODUCTION**

3           Law firm Johnson & Johnson LLP and its attorneys Neville L. Johnson,  
4 Douglas L. Johnson, and Ronald P. Funnell (collectively, “Johnson & Johnson”)  
5 hereby request the Court’s leave to withdraw as attorneys of record for Plaintiff and  
6 Counterclaim-Defendant Jason Lust and Third-Party Defendant SAJ Productions,  
7 LLC (collectively, “Clients”). Johnson & Johnson make this motion on multiple  
8 grounds, as withdrawal is appropriate under California Rules of Professional Conduct  
9 (“CRPC”) 1.16(b)(4) and (b)(5). Johnson & Johnson is unable to provide significant  
10 detail regarding the factual basis underlying its withdrawal request, as counsel is  
11 obligated to “not reveal [their client’s] confidences.” See *Aceves v. Superior Court*, 51  
12 Cal.App.4th 584, 592 (1996). Should the Court require further factual support to rule  
13 on this motion, Johnson & Johnson request that the Court, pursuant to Local Rule 79-  
14 6, grant leave for Johnson & Johnson to submit the supporting declarations of Ronald  
15 P. Funnell, Neville L. Johnson, and Douglas L. Johnson for *in camera* review.

16           Additionally, the withdrawal of Johnson & Johnson and Clients’ eventual  
17 substitution of new counsel will not delay prosecution of the case to completion. The  
18 Court’s Order on Defendant ALE’s motion for summary judgment has considerably  
19 narrowed the issues to be tried. All that remains to complete the case is the pretrial  
20 conference and trial. Trial of this matter is set for November 10, 2020, giving Clients  
21 ample time to substitute in new counsel and for new counsel to get up to speed for  
22 trial.

23           For the reasons set forth below, Johnson & Johnson requests that the Court  
24 grant the relief requested under California Code of Civil Procedure § 284, California  
25 Rule of Professional Conduct 1.16, and Central District Local Rule 83-2.3.2.

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1       **II. BACKGROUND FACTS**

2           **A. CRPC 1.16(b)(5) Permits Withdrawal**

3           Permissive withdrawal is proper under the circumstances pursuant to CRPC  
4 1.16(b)(5) (“the client breaches a material term of an agreement with, or obligation, to  
5 the lawyer relating to the representation, and the lawyer has given the client a  
6 reasonable warning after the breach that the lawyer will withdraw unless the client  
7 fulfills the agreement or performs the obligation”). Johnson & Johnson has a good  
8 faith basis to withdraw under CRPC 1.16(b)(5). Funnell Decl., ¶¶ 5-6. Johnson &  
9 Johnson is unable to disclose further significant details regarding this ground because  
10 doing so would violate the attorney’s ethical obligation to maintain their client’s  
11 confidences. *Id.*, ¶ 5.

12           **B. CRPC 1.16(b)(4) Permits Withdrawal**

13           Permissive withdrawal is proper under the circumstances pursuant to CRPC  
14 1.16(b)(4) (“the client by other conduct renders it unreasonably difficult for the lawyer  
15 to carry out the representation effectively”). Johnson & Johnson has a good faith basis  
16 to withdraw under CRPC 1.16(b)(4). Funnell Decl., ¶ 7. Johnson & Johnson is unable  
17 to disclose further significant details regarding this ground because doing so would  
18 violate the attorney’s ethical obligation to maintain their client’s confidences. *Id.*, ¶ 7.

19           **C. Notice to Clients**

20           Johnson & Johnson served this motion on Clients on May 7, 2020 by both email  
21 and U.S. Mail. Funnell Decl., ¶ 4.

22       **III. CASE STATUS**

23           This case was set for trial, and the parties had submitted all pretrial documents  
24 in preparation for a Final Pretrial Conference on February 18, 2020. Dkt. 162. The  
25 parties had reached a settlement in principle and filed a joint notice of settlement and  
26 request to stay on February 12, 2020. Dkt. 163. The Court stayed the case, set a status  
27 conference for March 16, 2020, and vacated the trial date. Dkt. 164, 165. The status  
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1 conference was continued to March 30, 2020 and then taken off calendar. Dkt. 167,  
2 168. The ALE parties filed a notice of failed settlement on April 22, 2020. Dkt. 169.  
3 On April 27, 2020, the Court set a trial date of November 10, 2020. Dkt. 170.

4 **IV. ARGUMENT**

5 An attorney's motion to withdraw must disclose adequate grounds for excusing  
6 counsel from further representation. Philips, et al., Cal. Practice Guide: Fed. Civ. Proc.  
7 Before Trial, Ch. 12-G, § 12:192; *Nolan v. City of Los Angeles*, 2012 WL 12931720 at  
8 \*2 (C.D. Cal. Oct. 18, 2012). Federal courts generally look to the applicable state  
9 court rules to determine what constitutes adequate grounds for withdrawal. *Nolan*,  
10 2012 WL 12931720 at \*2. Under California law, an "attorney in an action or special  
11 proceeding may be changed at any time before or after judgment ... [u]pon the order  
12 of the court, upon the application of either client or attorney." Cal. Code Civ. Proc. §  
13 284(1). The Court has discretion to deny an attorney's request to withdraw where such  
14 withdrawal would work an injustice or cause undue delay in the proceeding; but the  
15 court's discretion in this area is one to be exercised reasonably. *Mandell v. Superior*  
16 *Court For Los Angeles County*, 67 Cal.App.3d 1, 4.

17 **A. Withdrawal Is Warranted Under CRPC 1.16(b)(5)**

18 Johnson & Johnson seeks to withdraw as counsel pursuant to CRPC 1.16(b)(5),  
19 which expressly permits withdrawal if "the client breaches a material term of an  
20 agreement with, or obligation, to the lawyer relating to the representation, and the  
21 lawyer has given the client a reasonable warning after the breach that the lawyer will  
22 withdraw unless the client fulfills the agreement or performs the obligation."

23 As an example of the grounds warranting grant of a motion to be relieved,  
24 courts have held "it is generally recognized that the failure or refusal of a client to pay  
25 or secure the proper fees or expenses of the attorney after being reasonably requested  
26 to do so will furnish grounds for the attorney to withdraw from the case." *Lempert v.*  
27 *Superior Court*, 112 Cal.App.4th 1161, 1173; *Darby v. Torrance*, 810 F. Supp. 275,  
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1 276 (C.D. Cal. 1992) (“the failure of a client to pay attorney’s fees will serve as  
2 grounds for an attorney to withdraw”). *Halicki v. Carroll Shelby International*, 2009  
3 WL 10673175 at \*2 (C.D. Cal. Aug. 13, 2009) (same).

4 Johnson & Johnson is unable to disclose significant details regarding Clients’  
5 breach of any agreements relating to the representation because doing so would  
6 violate the attorney’s ethical obligation to maintain their client’s confidences. See  
7 *FTC v. Pac. Med. Clinics Mgmt., Inc.*, 1992 U.S. Dist. LEXIS 6247, at \*15 (S.D. Cal.  
8 Apr. 7, 1992) (granting motion to withdraw where defense counsel did not declare  
9 precisely how much money was owed or whether client was able to make such  
10 payments).

11 **A. Withdrawal Is Warranted Under CRPC 1.16(b)(4)**

12 Johnson & Johnson seeks to withdraw as counsel pursuant to CRPC 1.16(b)(4),  
13 which expressly permits withdrawal where “the client by other conduct renders it  
14 unreasonably difficult for the lawyer to carry out the representation effectively.”

15 Case law defines how a client’s conduct may render it unreasonably difficult for  
16 the lawyer to carry out the representation effectively. See *Estate of Falco v. Decker*,  
17 188 Cal.App.3d 1004, 1014 (1987) (“Appellants’ motion to withdraw was granted on  
18 the basis that the attorney-client relationship had completely broken down. It is clear  
19 from the record that there was mutual animosity between appellants and  
20 respondents.”).

21 Thus, a breakdown of the attorney-client relationship is a proper ground for  
22 withdrawing as counsel. *Estate of Falco*, 188 Cal.App.3d at 1014; *Alvarez v. Bimbo*  
23 *Bakeries USA, Inc.*, 2019 WL 7875050, at \*2 (C.D. Cal Oct. 8, 2019); Tuft, et al., Cal.  
24 Practice Guide: Professional Responsibility (The Rutter Group 2019) Withdrawal  
25 (Termination) of Lawyer, ¶ 10:46 (“A withdrawal motion may properly be based  
26 simply on a personality clash with the client. The breakdown in the attorney-client  
27 relationship is ground for allowing the attorney to withdraw.”).

1       Other conduct will also suffice as a ground for withdrawal. “[Attorney] cites  
2 numerous occasions on which his client ignored his advice. This type of conduct is  
3 sufficient to warrant withdrawal under California Rule of Professional Conduct 3-  
4 700(C)(1)(d).”<sup>1</sup> *Brooke v. SB Hospitality Palm Springs LLC*, 2017 WL 187132 at \*2  
5 (C.D. Cal. Jan 17, 2017).

6       Johnson & Johnson is unable to disclose significant details regarding Clients’  
7 conduct because doing so would violate the attorney’s ethical obligation to maintain  
8 their client’s confidences. When “the duty not to reveal confidences prevent[s]  
9 counsel from further disclosure and the court accept[s] the good faith of counsel’s  
10 representations, the court should … permit withdrawal.” *Aceves v. Superior Court*, 51  
11 Cal.App.4th 584, 592 (1996); *Page v. Stanley*, 2014 WL 2472248, at \*2, n. 3 (C.D.  
12 Cal. June 2, 2014) (“While plaintiff’s counsel do not provide significant detail  
13 regarding the factual basis for this conflict and breakdown, the Court recognizes that  
14 plaintiff’s counsel is obligated to “not reveal [their client’s] confidences.”); *Alvarez v.*  
15 *Bimbo Bakeries USA, Inc.*, 2019 WL 7875050, at \*2 (C.D. Cal Oct. 8, 2019) (same).

16       **B. Request for In Camera Review**

17       Under California law, if the court requires disclosure of additional information  
18 to demonstrate that the motion is brought in “good faith,” counsel may request an *in*  
19 *camera* hearing to provide the court with further details. See *Manfredi & Levine v.*  
20 *Superior Court*, 66 Cal.App. 4th 1128, 1136 (1998); Cal. State Bar Form. Opn. 2015-  
21 192. If the Court requires further details, Johnson & Johnson hereby requests leave of  
22 Court, pursuant to Local Rule 79-6, to submit the declarations of attorneys Ronald P.  
23 Funnell, Neville L. Johnson, and Douglas L. Johnson for *in camera* review.

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27       <sup>1</sup> Rule 3-700(C)(1) was the former version of Rule 1.16(b)(4) and like Rule 1.16(b)(4),  
28 allowed permissive withdrawal when the client’s conduct “renders it unreasonably  
difficult for the member to carry out the employment effectively.”

1           **C. Withdrawal Will Not Cause Undue Delay**

2           Central District Local Rules provide that “[u]nless good cause is shown and the  
3 ends of justice require, no ... relief of attorney will be approved that will cause delay  
4 in prosecution of the case to completion.” L.R. 83–2.3.5. Counsel does not believe  
5 that withdrawal and substitution of new counsel will cause an undue delay in the  
6 prosecution of the case. This is no longer a complex case. The issues to be tried have  
7 been narrowed considerably by the Court’s Order on ALE’s motion for summary  
8 judgment. Dkt. 129. Plaintiff’s case has been scaled down to a single claim for breach  
9 of the implied covenant of good faith and fair dealing. *Id.* In fact, all pretrial  
10 documents have been filed (Dkt. Nos. 148-154), and motions in limine have been  
11 fully briefed (Dkt. Nos. 142-147, 155-160). All Clients’ replacement counsel needs to  
12 do is review to prepare for trial.

13          The trial of this matter has been postponed is now set for November 10, 2020,  
14 giving Clients ample time to substitute in new counsel and for replacement counsel to  
15 get up to speed. Because withdrawal is appropriate on all three grounds presented by  
16 Johnson & Johnson and withdrawal will not “cause undue delay in the proceeding”  
17 (see *Mandell*, 67 Cal.App.3d at 4), the Court should exercise its discretion to grant  
18 Johnson & Johnson’s request to withdraw.

19          **V. CONCLUSION**

20          For the reasons stated above, Johnson & Johnson LLP respectfully requests that  
21 the Court grant its motion for leave to withdraw as counsel.

22          DATED: May 7, 2020

JOHNSON & JOHNSON LLP

24          By     /s/ Neville L. Johnson

25                                 Neville L. Johnson  
26                                 Ronald P. Funnell  
27                                 Attorneys for Plaintiff/  
28                                 Counterclaim-Defendant Jason Lust  
                                   and Third-Party Defendant  
                                   SAJ Productions, LLC

1                   **DECLARATION OF RONALD P. FUNNELL**

2                   I, Ronald P. Funnell, declare as follows:

3                   1.       I am an attorney licensed to practice law in the State of California. I am an  
4 attorney at the law firm of Johnson & Johnson LLP (“Johnson & Johnson”) who is counsel  
5 of record for Plaintiff and Counter-Defendant Jason Lust and Third Party Defendant SAJ  
6 Productions, LLC (collectively, “Clients”).

7                   2.       I am over the age of 18 and not a party to this action. The matters stated herein  
8 are based on my personal knowledge and, if called upon to testify as a witness, I could and  
9 would competently testify to the accuracy and truth of such matters.

10                  3.      I submit this declaration in support of Johnson & Johnson LLP’s Motion to  
11 Withdraw as Counsel.

12                  4.      On May 7, 2020, I served Jason Lust and SAJ Productions, LLC with a copy of  
13 this motion via email and U.S. Mail.

14                  5.      Johnson & Johnson has a good faith basis to withdraw from representation of  
15 Clients in this matter pursuant to CRPC 1.16(b)(5). I am unable to disclose significant details  
16 regarding Johnson & Johnson’s grounds for withdrawal because to do so would violate an  
17 attorney’s ethical duty to maintain client confidences.

18                  6.      I gave clients the “reasonable warning” required by CRPC 1.16(b)(5) on  
19 February 26, 2020.

20                  7.      Johnson & Johnson has a good faith basis to withdraw from representation of  
21 Clients in this matter pursuant to CRPC 1.16(b)(5). I am unable to disclose significant details  
22 regarding Johnson & Johnson’s grounds for withdrawal because to do so would violate an  
23 attorney’s ethical duty to maintain client confidences.

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1 I declare under the penalty of perjury under the laws of the United States and the State  
2 of California that the foregoing is true and correct. Executed in Beverly Hills, California on  
3 the 7th day of May 2020.

4 */s/ Ronald P. Funnell*

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Ronald P. Funnell

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